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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

C 07-0521 JPD

BLUE NILE, INC., a Delaware
corporation,

Plaintiff,

v.

ICE.COM, INC., a Delaware corporation,
and SHMUEL GNIWISCH, an individual,

Defendants.

No.

COMPLAINT

JURY DEMAND



07-CV-00521-CMP

In and for its Complaint, plaintiff Blue Nile, Inc. alleges as follows:

I. NATURE OF THE CASE

1. This action arises from Ice.com, Inc.'s repeated knowing, willful and intentional copying of Blue Nile's intellectual property. This is the *third* complaint in eighteen months that Blue Nile has had to file to stop infringements of its intellectual property on the Diamond.com website now owned and operated by Ice.com and its principal Shmuel Gniwisch.

2. The first complaint against the prior owner of the Diamond.com website involved copying the unique and distinctive diamond photographs from Blue Nile's diamond retail website to advertise and sell diamonds on the competing Diamond.com website. Ice.com was not a defendant in that case, but it was in the midst of acquiring the Diamond.com business at

COMPLAINT - 1

40790-0007/LJGA1.13125770.1

ORIGINAL

Perkins Coie LLP
1201 Third Avenue, Suite 4800
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

SEA 8520 sum. JSCU.

1 the time of the lawsuit and was fully aware of the allegations, claims and settlement regarding
2 the unlawful copying of Blue Nile's valuable intellectual property.

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5 3. The second complaint to which Ice.com was a defendant involved its redesign of
6 key features of the Diamond.com website to mimic highly successful and renowned features of
7 Blue Nile's retail websites and, once again, the unauthorized and illicit copying of a unique and
8 distinctive *Blue Nile diamond photograph to advertise and sell diamonds on the competing*
9 Diamond.com website. After lengthy negotiations, Blue Nile accepted a settlement with
10 Ice.com.
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17 4. This week, Blue Nile discovered one of its most widely used and highly valuable
18 diamond photographs copied and displayed on the Diamond.com website, once again in
19 violation of federal copyright law and in violation of the terms of the settlement agreement
20 between Blue Nile and Ice.com. *Blue Nile has therefore filed this third complaint to obtain an*
21 injunction as well as damages for the illegal appropriation of its intellectual property. It is Blue
22 Nile's hope that, while a contractual agreement not to infringe Blue Nile's intellectual property
23 did not stop Ice.com and Mr. Gniwisch, perhaps a court-ordered and enforced injunction will.
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31 II. PARTIES

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33 5. Plaintiff Blue Nile is a Delaware corporation that maintains its principal place of
34 business at 705 Fifth Avenue South, Suite 900, Seattle, Washington 98104. Blue Nile owns
35 and operates an online diamond and fine jewelry retail sales business through the websites
36 www.bluenile.com, www.bluenile.ca, and www.bluenile.co.uk.
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41 6. Defendant Ice.com is a Delaware corporation with its principal place of business
42 in Champlain, New York. Ice.com is the current owner and operator of the Diamond.com
43 online diamond and jewelry retail sales business at the web address www.diamond.com. The
44 www.diamond.com website is distributed and displayed in interstate commerce and within this
45 judicial district. Ice.com competes directly with Blue Nile in online retail sales of diamonds
46 and diamond jewelry.
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1 7. Defendant Shmuel Gniwisch is a resident of Canada, and, at all times relevant
2 was and still is the principal and Chief Executive Officer of Ice.com. Mr. Gniwisch has
3 responsibility for the control, management, operation and maintenance of the affairs of Ice.com;
4 he has the right and ability to supervise those responsible for the infringing conduct; and the
5 acts complained of were done with his active assistance, cooperation, acquiescence and
6 procurement, and he derives financial benefit from them.
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12 III. JURISDICTION AND VENUE

13 8. This Court has subject-matter jurisdiction over Blue Nile's copyright claims
14 pursuant to 28 U.S.C. § 1331 (federal question) and 28 U.S.C. § 1338(a) (copyright).
15
16

17 9. This Court has subject-matter jurisdiction over Blue Nile's state law claims
18 pursuant to 28 U.S.C. § 1367(a) because those claims are so related to the federal claims as to
19 form part of the same case or controversy.
20
21
22

23 10. Venue is proper in this district under 28 U.S.C. § 1391(b) and (c) because a
24 substantial part of the events giving rise to Blue Nile's claims occurred in this district and
25 because Ice.com is subject to personal jurisdiction in this district.
26
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31 IV. FACTS AND BACKGROUND

32 A. BLUE NILE

33 11. Founded in 1999, Blue Nile is now the leading online retailer of certified
34 diamonds and fine jewelry. In contrast to traditional retail diamond sales practices, Blue Nile
35 offers on its websites abundant and detailed information to educate diamond and diamond
36 jewelry buyers and potential buyers on the qualities and characteristics of diamonds and how to
37 select diamonds. Blue Nile's unique, high-quality diamond photographs are a key part of its
38 business strategy to encourage and enhance online diamond sales.
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47 12. Blue Nile's approach to diamond sales and its reputation for excellence has gained
48 notice from publications such as *Forbes*, *Time*, and *Money*. In addition, since 2002, Blue Nile
49 has annually been awarded the Bizrate.com "Circle of Excellence Platinum" award, which
50
51

1 recognizes the best online customer service as ranked by actual consumers. Blue Nile is the
 2 only jeweler to have ever received this award.
 3

4 13. Blue Nile provides its diamond retail services solely through its Internet websites,
 5 www.bluenile.com (serving the United States), www.bluenile.ca (serving Canadian customers),
 6 and www.bluenile.co.uk (serving the United Kingdom).
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10 14. Blue Nile's websites are available globally, and it sells diamonds and diamond
 11 jewelry via its websites in interstate commerce throughout the United States, and elsewhere.
 12

13 15. Blue Nile's websites include numerous photographs of diamonds. Due to the
 14 nature of diamond cutting and the manner in which diamonds reflect light, it is extremely
 15 difficult, costly and time-consuming to photograph diamonds and each photograph of a
 16 diamond is as unique as a fingerprint.
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22 16. The diamond photographs on the Blue Nile websites were created exclusively for
 23 Blue Nile at Blue Nile's sole expense. Blue Nile owns all rights, title and interest, including
 24 copyrights, in and to the photographs of diamonds displayed on its websites. Blue Nile has
 25 registered copyrights in the diamond photographs displayed on its websites, including the
 26 following registration:
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 31

Reg. No.	Reg. Date	Title
VA 1-264-435	May 25, 2004	Product Line 2000, Blue Nile

32 True and correct copies of this registration certificate and one of the photographs covered
 33 by the registration are attached as Exhibit A at 12-14.
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41 **B. THIS IS THE *THIRD* COMPLAINT FOR UNLAWFUL COPYING OF BLUE**
 42 **NILE DIAMOND PHOTOGRAPHS ON DIAMOND.COM**
 43

44 17. This case is not the first instance of Diamond.com copying Blue Nile's distinctive
 45 diamond photographs.
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1 18. In mid-2005, Blue Nile discovered that the Diamond.com website directly copied
2 key features and unique visual expressions of the Blue Nile websites, including Blue Nile's
3 copyrighted diamond photographs.
4

5
6 19. As a consequence, on or about September 30, 2005, Blue Nile filed a complaint
7 for copyright infringement against the then owner of the Diamond.com business, Odimo Inc., in
8 the U.S. District Court for the Western District of Washington, styled Blue Nile Inc. v. Odimo
9 Inc., No. 05-CV-1653 JLR. The complaint sought injunctive relief and damages for
10 Diamond.com's illicit copying of Blue Nile's visual expression of diamond selection features on
11 Blue Nile's diamond search webpages and of Blue Nile's unique diamond photographs. This
12 action was eventually settled as memorialized in a written agreement effective April 25, 2006
13 (the "Odimo Settlement Agreement"). A copy of the Odimo Settlement Agreement is available
14 to be filed with the Court upon entry of an appropriate protective order or upon stipulation.
15
16

17 20. During this period, Ice.com, under the management, direction and control of Mr.
18 Gniwisch, was investigating and negotiating the purchase of the Diamond.com business,
19 including website, from Odimo. Upon information and belief, in the course of these activities,
20 Ice.com and Mr. Gniwisch became aware of Blue Nile's lawsuit and allegations regarding
21 Diamond.com's infringements, including the allegation that photographs displayed on the
22 Diamond.com website were illicit copies of and infringed Blue Nile's unique copyright-
23 protected diamond photographs. Upon information and belief, on or about May 11, 2006
24 (approximately two weeks after the first lawsuit was settled), Ice.com acquired and took over
25 operation of the Diamond.com business and website.
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28 21. By June 2006, shortly following Ice.com's acquisition, the Diamond.com website
29 again mimicked and copied Blue Nile's protected intellectual property, including Blue Nile
30 diamond photographs.
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33 22. Consequently, on or about July 25, 2006, Blue Nile filed a second complaint for
34 infringement of its intellectual property and other rights in the U.S. District Court for the
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1 Western District of Washington. Both Ice.com and Odimo were defendants and the case was
2 styled Blue Nile Inc. v. Ice.com, Inc. and Odimo Inc., No. 06-CV-1002 RSL.
3

4 23. The parties eventually reached a settlement that was memorialized in an
5 agreement effective January 30, 2007 (the "Ice.com Settlement Agreement"). A copy of the
6 Ice.com Settlement Agreement is available to be filed with the Court upon entry of an
7 appropriate protective order or upon stipulation.
8

9 24. Nonetheless, on or about March 28, 2007, Blue Nile discovered one of its
10 principal diamond photographs copied and displayed on the Diamond.com website again. See
11 Exhibit B at 15-17.
12

13 25. The Blue Nile photograph copied on the Diamond.com website this time is Blue
14 Nile's round-cut diamond photograph. This photograph is featured prominently on the Blue
15 Nile website to advertise and promote the sale of diamonds and diamond jewelry. Examples of
16 the use and display of this photograph on the Blue Nile website are attached as Exhibit C at 18-
17 25.
18

19 26. Blue Nile's copyright in this round-cut diamond photograph is registered with the
20 Copyright Office under Copyright Registration No. VA 1-266-457. A copy of the registration
21 certificate is attached as Exhibit A at 12-13.
22

23 27. Blue Nile has not authorized Ice.com, or any third party acting on Ice.com's
24 behalf, to copy, display or otherwise use Blue Nile's original and unique diamond photographs.
25

26 28. Ice.com's unauthorized copying and display of Blue Nile's diamond photograph
27 infringes Blue Nile's copyrights and is a material breach of the Ice.com Settlement Agreement.
28

29 29. As a direct and proximate result of Ice.com's and Mr. Gniwisch's acts, Blue Nile
30 has suffered and continues to suffer immediate, irreparable harm that cannot adequately be
31 remedied at law. Blue Nile is entitled to injunctive relief as well as damages in an amount to be
32 established at trial.
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30. Upon information and belief, Ice.com's and Mr. Gniwisch's actions were intentional, willful, wanton and undertaken in disregard of the rights of Blue Nile.

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS DIRECT COPYRIGHT INFRINGEMENT, 17 U.S.C. § 101 *et seq.*

31. Blue Nile realleges and incorporates by reference the allegations in paragraphs 1 through 30 above as if fully set forth herein.

32. Blue Nile has registered copyrights in the diamond photographs displayed on its websites. *See* Exhibit A.

33. Ice.com had access to Blue Nile's websites, including the diamond photographs.

34. Ice.com, under the management, direction and control of Mr. Gniwisch, copied, displayed and/or created derivative works from Blue Nile's diamond photographs.

35. Mr. Gniwisch has the right and ability to supervise those responsible for the infringing conduct.

36. Ice.com is not licensed or authorized by Blue Nile to use its copyrighted works.

37. The foregoing acts of Ice.com and Mr. Gniwisch constitute direct infringement of Blue Nile's exclusive rights in its copyrighted works under 17 U.S.C. § 106.

38. Blue Nile has been and will continue to be damaged as a result of this unlawful infringement of Blue Nile's copyrighted works in an amount to be proven at trial.

39. Upon information and belief, Ice.com's and Mr. Gniwisch's actions were intentional, willful, wanton, and performed in disregard of the rights of Blue Nile.

SECOND ALTERNATIVE CAUSE OF ACTION AGAINST ALL DEFENDANTS VICARIOUS COPYRIGHT INFRINGEMENT, 17 U.S.C. § 101 *et seq.*

40. Blue Nile realleges and incorporates by reference the allegations in paragraphs 1 through 39 above as if fully set forth herein.

1 41. Blue Nile has registered copyrights in the diamond photographs displayed on its
2 websites. *See* Exhibit A.
3

4 42. Blue Nile's diamond photographs, or derivatives thereof, are copied and/or
5 displayed on the Diamond.com website.
6

7 43. Ice.com, under the management, direction and control of Mr. Gniwisch, had the
8 right and ability to supervise the selection, creation and placement of photographs on the
9 Diamond.com website.
10

11 44. Mr. Gniwisch has the right and ability to supervise those responsible for the
12 infringing conduct.
13

14 45. Ice.com and Mr. Gniwisch have an obvious and direct financial interest in the
15 selection, creation and placement of photographs on the Diamond.com website.
16

17 46. Ice.com is not licensed or authorized by Blue Nile to use its copyrighted works.
18

19 47. The foregoing acts constitute vicarious infringement of Blue Nile's exclusive
20 rights in its copyrighted works under 17 U.S.C. § 106.
21

22 48. Blue Nile has been and will continue to be damaged as a result of this unlawful
23 infringement of Blue Nile's copyrighted works in an amount to be proven at trial.
24

25 49. Upon information and belief, Ice.com's and Mr. Gniwisch's actions were
26 intentional, willful, wanton, and performed in disregard of the rights of Blue Nile.
27

28
29 **THIRD ALTERNATIVE CAUSE OF ACTION**
30 **AGAINST ALL DEFENDANTS**
31 **CONTRIBUTORY COPYRIGHT INFRINGEMENT,**
32 **17 U.S.C. § 101 *et seq.***
33

34 50. Blue Nile realleges and incorporates by reference the allegations in paragraphs 1
35 through 49 above as if fully set forth herein.
36

37 51. Blue Nile has registered copyrights in the diamond photographs displayed on its
38 websites. *See* Exhibit A.
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1 52. Blue Nile's diamond photographs, or derivatives thereof, are copied and/or
2 displayed on the Diamond.com website.
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4 53. Ice.com, under the management, direction and control of Mr. Gniwisch, had
5 knowledge that Blue Nile's diamond photographs, or derivative works thereof, were being
6 copied and/or displayed on the Diamond.com website.
7
8

9 54. Ice.com, under the management, direction and control of Mr. Gniwisch, induced,
10 caused or materially contributed to the infringing acts alleged herein.
11
12

13 55. Mr. Gniwisch has the right and ability to supervise those responsible for the
14 infringing conduct.
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17 56. Ice.com is not licensed or authorized by Blue Nile to use its copyrighted works.
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20 57. The foregoing acts constitute contributory infringement of Blue Nile's exclusive
21 rights in its copyrighted works under 17 U.S.C. § 106.
22
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24 58. Blue Nile has been and will continue to be damaged as a result of this unlawful
25 infringement of Blue Nile's copyrighted works in an amount to be proven at trial.
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28 59. Upon information and belief, Ice.com's and Mr. Gniwisch's actions were
29 intentional, willful, wanton, and performed in disregard of the rights of Blue Nile.
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32
33 **FOURTH CAUSE OF ACTION**
34 **AGAINST DEFENDANT ICE.COM**
35 **BREACH OF CONTRACT**
36

37 60. Blue Nile realleges and incorporates by reference the allegations in paragraphs 1
38 through 59 above as if fully set forth herein.
39
40

41 61. Ice.com entered into the Ice.com Settlement Agreement.
42

43 62. Blue Nile satisfied its obligations under the Ice.com Settlement Agreement.
44

45 63. The foregoing acts of Ice.com materially breach express and implied terms of the
46 Ice.com Settlement Agreement.
47

48 64. Ice.com's breach of the Ice.com Settlement Agreement is willful and malicious.
49
50
51

1 65. Blue Nile has been and will continue to be damaged as a result of Ice.com's
2 breach in an amount to be proven at trial.
3

4 **FIFTH CAUSE OF ACTION**
5 **AGAINST DEFENDANT ICE.COM**
6 **BREACH OF IMPLIED COVENANT OF**
7 **GOOD FAITH AND FAIR DEALING**
8

9 66. Blue Nile realleges and incorporates by reference the allegations in paragraphs 1
10 through 65 above as if fully set forth herein.
11

12 67. There is implied into the Ice.com Settlement Agreement covenants of good faith
13 and fair dealing.
14

15 68. Ice.com's conduct breached these covenants of good faith and fair dealing.
16

17 69. Ice.com's conduct in breaching these covenants of good faith and fair dealing was
18 willful and malicious.
19

20 70. As a result of Ice.com's wrongful actions, Blue Nile has suffered damages in an
21 amount to be proven at trial.
22

23 **VI. JURY DEMAND**
24

25 71. Pursuant to Federal Rule of Civil Procedure 38(b), Blue Nile demands a trial by
26 jury as to all issues so triable in this action.
27

28 **VII. PRAYER FOR RELIEF**
29

30 WHEREFORE, plaintiff Blue Nile, Inc. prays for the following relief:
31

32 1. A preliminary injunction and permanent injunction enjoining and restraining
33 Ice.com, Mr. Gniwisch, and their officers, agents, servants, employees and all persons in active
34 concert or participation with them during the pendency of this action and thereafter perpetually
35 from copying, distributing, displaying, creating derivative works or otherwise using protected
36 elements of Blue Nile's copyrighted works, including, but not limited to, Blue Nile's original
37 diamond photographs;
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2. An award of damages sustained by Blue Nile pursuant to 17 U.S.C. § 504(b),
Ice.com's contract obligations, and as otherwise permitted by law;

3. An accounting and award of profits and other unjust enrichment derived by
Ice.com and Mr. Gniwisch from their unlawful conduct pursuant to 17 U.S.C. § 504(b) and as
otherwise permitted by law;

4. An award of statutory damages pursuant to 17 U.S.C. § 504(c) and as otherwise
permitted by law;

5. An award of Blue Nile's costs of suit, including reasonable attorneys' fees
pursuant to 17 U.S.C. § 505 and as otherwise permitted by law;

6. For an award of prejudgment and post-judgment interest; and

7. For such other relief as the Court may deem just and proper.

DATED: April 9, 2007

PERKINS COIE LLP

By: 

Elizabeth L. McDougall, WSBA No. 27026

Rebecca S. Engrav, WSBA No. 33275

Angela R. Martinez, WSBA No. 38326

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renggrav@perkinscoie.com

amartinez@perkinscoie.com

Attorneys for Plaintiff Blue Nile, Inc.

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
Register of Copyrights, United States of America



Form VA

For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE

VA 1-254-435

EFFECTIVE DATE OF REGISTRATION

5 25 04
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

Title of This Work ∇

Product Line 2000, Blue Nile

NATURE OF THIS WORK ∇ See Instructions

Photographs on Website

Previous or Alternative Titles ∇

Publication as a Contribution: If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ∇

If published in a periodical or serial give: Volume ∇

Number ∇

Issue Date ∇

On Page ∇

2

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see Instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer's name for other persons for whom the work was prepared as "author" of that part, and leave the space for dates of birth and death blank.

NAME OF AUTHOR ∇

Blue Nile, Inc

DATE OF BIRTH AND DEATH

Year Born ∇ Year Died ∇

Was this contribution to the work a "work made for hire"? ∇

☐ Yes
☐ No

Author's Nationality or Domicile
Name of Country

OR ☒ Citizen of U.S.A.
☐ Domiciled in _____

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☐ No

Pseudonym? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship: Check appropriate boxes. See Instructions

☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☒ 2-Dimensional artwork

☐ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☐ Architectural work

Name of Author ∇

Date of Birth and Death

Year Born ∇

Year Died ∇

Was this contribution to the work a "work made for hire"? ∇

☐ Yes
☐ No

Author's Nationality or Domicile
Name of Country

OR ☐ Citizen of _____
☐ Domiciled in _____

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☐ No

Pseudonym? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship: Check appropriate boxes. See Instructions

☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☒ 2-Dimensional artwork

☐ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☐ Architectural work

3

Year in Which Creation of This Work Was Completed ∇
2000

This information must be given Year in all cases.

Date and Place of First Publication of This Particular Work

Specify this information Month ∇ Day ∇ Year ∇
November 30 2000

U.S.A.

4

See Instructions before completing this space.

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ∇

Blue Nile, Inc
705 Fifth Ave S, Ste. 900
Seattle WA 98104

Transfer: If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ∇

APPLICATION RECEIVED

MAY 25 2004

COPYRIGHT OFFICE

MAY 25 2004

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK \triangleright

• Complete all applicable spaces (numbers 1-4) on the reverse side of this page.
• See detailed Instructions. • Sign the back of this 5.

DO NOT WRITE BELOW

Page 1 of 2 pages

EXAMINED BY CK

FORM VA

CHECKED BY

☐ CORRESPONDENCE
 Yes
FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ☒
a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.a. ☐ This is a changed version of the work, as shown by space 4 on this application.If your answer is "Yes," give: Previous Registration Number ☐Year of Registration ☐

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ☐a
See instructions
before starting
6a space.

6

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ☐

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ☐Account Number ☐

a

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ☐

b

 Gretchen R. Stroud, Cooley Godward LLP
 Five Palo Alto Square, 3000 El Camino Real
 Palo Alto, CA 94306-2155

App. code and daytime telephone number (650) 843-5000

Fax number (650) 857-0663

Email

CERTIFICATION^a I, the undersigned, hereby certify that I am thecheck only one ☒☐ author☐ other copyright claimant☐ owner of exclusive right(s)☒ authorized agent of Blue Nile, IncName of other or other copyright claimant, or owner of exclusive right(s) ☐

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ☐ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Alex Berg

Date

4/27/04

Handwritten signature (X) ☒

X

8

Certificate
will be
mailed in
wrapper
envelope to
this
address:
 Name ☐ Gretchen Stroud, Cooley Godward LLP
 Number/Street ☐ 5 Palo Alto Sq 3000 El Camino Real
 City/State/Zip ☐ Palo Alto, CA 94306-2155

 Copyright Office
 1077 North Capitol Street, N.E.
 Washington, D.C. 20002-4249

9

^aWARNING: Falsely stating any person who knowingly makes a false representation of a material fact in this application for copyright registration provided for by statute 17, U.S.C. 101, or in any written statement filed in connection with this application, shall be fined not more than \$50,000.



Round Diamond
Sample Photo

http://www.diamond.com/customer/education/ring_settings.jsp

DIAMOND.COM™

Sign In · My Account · Customer Service · 0 items

SEARCH ▶

ENGAGEMENT

JEWELRY

WATCHES

GIFTS

EDUCATION

1-888-DIAMOND

30 DAY MONEY BACK GUARANTEE

EASY MONTHLY PAYMENTS

FREE FEDEX

EDUCATION CENTER

SETTING STYLES

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▶ SHOP BY PRODUCT

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▼ THE PERFECT RING

[Engagement Ring Guide](#)[How to choose an
Engagement Ring](#)▶ [Setting Styles](#)[Wedding and Anniversary
Rings](#)

▶ JEWELRY GUIDES

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ASK AN EXPERT



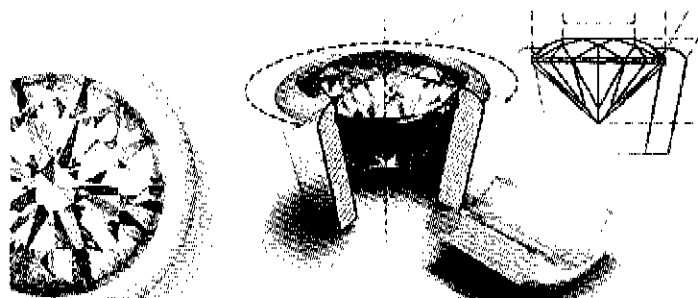
Can't find the answer here?
Ask Diamond.com experts.

There's more than just the diamond when purchasing a diamond ring. You will also have to decide how you want the diamonds to be set with your ring.

This, like the shape of the stone itself is purely a matter of personal style. In addition to the style, the metal that the setting itself is crafted from is an important consideration. Here, we present several of the most popular setting styles, along with brief descriptions of what makes each one special.

▶ [Rings with Sidestones](#)▶ [Three Stone Rings](#)▶ [Bezel Setting](#)▶ [Pave Setting](#)▶ [Solitaire Setting](#)▶ [Bar Setting](#)▶ [Cluster Setting](#)▶ [Prong Setting](#)▶ [Channel Setting](#)▶ [Invisible Setting](#)▶ [Tension Setting](#)

Bezel Setting



A bezel setting holds a gemstone in place using a thin band of metal that surrounds the stone at its middle, or girdle. It can completely or partially surround the stone, depending on the style and look desired. This type of setting provides good protection for the middle (girdle) and bottom (pavilion) portions of a stone. Bezel settings can have straight or scalloped edges, and can be molded to accommodate many shapes of stones.



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There's more than just the diamond when purchasing a diamond ring. You will also have to decide how you want the diamonds to be set with your ring.

This, like the shape of the stone itself is purely a matter of personal style. In addition to the style, the metal that the setting itself is crafted from is an important consideration. Here, we present several of the most popular setting styles, along with brief descriptions of what makes each one special.

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Prong Setting

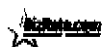


In a prong setting, the gemstone is held in place by a number of metal prongs, which rise above the main body of the ring and are bent over the stone to hold it in place. The number of prongs varies according to the stone's shape, as does their height above the main body of the ring.



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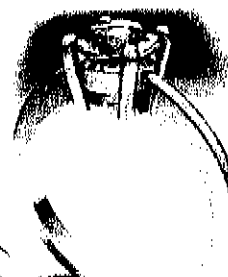
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Solitaire Setting

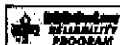


Very popular in bridal rings, this four- or six-prong style is called a "Tiffany" setting, because it was originally developed by the founder of Tiffany & Co. in 1886. A prong setting allows the most light to enter a gemstone from all angles, maximizing its brilliance. Six prongs also provide added security in holding the stone.



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0.31-Carat Blue Nile Signature Round Diamond

This *Signature Ideal* cut, H-color, and SI1-clarity diamond comes accompanied by a diamond grading report from the GIA and the GCAL.

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Signature Ideal Diamond

Diamond Information:
Stock number: LD00287969

Carat weight: 0.31
Signature Ideal

Cut: H
Color: SI1
Clarity:

Depth %: 61.5%
Table %: 56%
Symmetry: Excellent
Polish: Excellent
Girdle: Medium
Culet: None
Fluorescence: None
Measurements: 4.36 x 4.39 x 2.69 mm

Cut: Blue Nile Signature Ideal
Signature Ideal: Ideal very good good fair
Depth: H
Color: D E F G H I J
Clarity: SI1

This diamond is cut to more exacting standards than the finest graded cuts currently. This diamond offers an exceptional balance of color and cost in the near-colorless magnification. Inclusions in this diamond can be visible at 10x power.

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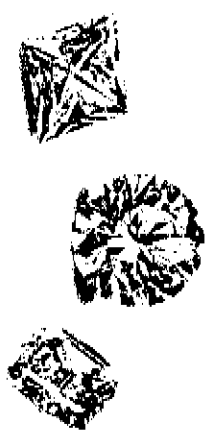
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Choose Your Diamond

Engagement Ring Guide > Choose Your Ring > Choose Your Diamond > Choose Your Jeweler




An engagement diamond may be the biggest purchase you've ever made. And with the right information, you'll be able to spend your budget on the diamond qualities that are most important to you. Read on and we'll provide you with a thorough understanding of diamond quality.

Choose Your Diamond Shape


To start, find out what shape she likes. Popular diamond shapes include round, oval, princess-cut, emerald-cut, Asscher-cut, marquise-cut, radiant-cut, pear-shaped, and heart-shaped diamonds. The majority of diamond engagement rings today are set with a round diamond. And most of the remaining rings are set with princess-cut diamonds. Use the tool to the right to view different shapes of 1-carat diamond set in a ring.





diamond shape

Click the diamond shapes to see them in the ring:



Choose Your Diamond Size

See the chart below to get an idea of the size of diamond that best suits your budget. You'll find a wide range of diamond sizes is available within a given budget. Next, you'll narrow this range when you decide on the quality of your diamond.

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Shape

► **Diamonds** ► **Shape** ► **Cut** ► **Color** ► **Clarity** ► **Carat Weight** ► **Certification** ► **Care**

At Blue Nile, we apply the same high quality standards to all of our diamond shapes. We have an exceptional collection of traditional round diamonds and we also offer the finest non-round, or "fancy-shaped", diamonds available. All of our certified diamonds are graded by the **GIA** or **AGSL** to have FL-SI2 clarity, D-J color, and Ideal, Very Good, Good, or Fair cut. Our **Signature Diamonds** are the finest quality diamonds available, and we offer them in round, princess, Asscher, and emerald cuts.

Choose Your Diamond Shape

Since all diamond shapes are very different, unique characteristics determine quality for each shape. Select your shape below to learn how to recognize the most beautiful diamond. If you have additional questions, feel free to [contact one of our Diamond and Jewelry Consultants](#) who can help you find the diamond that's perfect for you.

Round Fancy Oval Cushion Pear Radiant Asscher Heart



Round

Round

The round brilliant cut diamond is by far the most popular and most researched diamond shape available today. For almost 100 years, diamond cutters have been using advanced theories of light behavior and precise mathematical calculations to optimize the fire and brilliance in a round diamond. In addition to being the most popular and researched shape, a round diamond will typically give you more flexibility in terms of balancing cut, color, and clarity grades while still getting the fire and brilliance you want.

To maximize the brilliance of a traditional round diamond, select one in the two highest cut grades, ideal or very good, and choose ideal, excellent, or very good polish and symmetry grades. For the finest ideal round diamonds available, view the [Blue Nile Signature Round Collection](#).

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Subtotal: \$0

Blue Nile makes it easy to design your own ring. Follow our three-step process to find the perfect diamond and setting.

1. Select Your Diamond
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Enter your diamond specifications below. Or, if you'd prefer, try our [interactive search](#).

Select a diamond shape:

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- | | | | | | | | | |
|-------|----------|---------|---------|----------|------|-------|----------|----------|
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| | | | | | | | | |

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| | Round | | Princess | | Emerald Cut | | Asscher | | Marquise | | Oval | | Radiant | | Pear | | Heart | | Cushion |
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all light | | Ideal
Reflects nearly
all light | | Very Good
A majority of
light returns | | Good
Reflects
most light | | Fair
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less brilliant |
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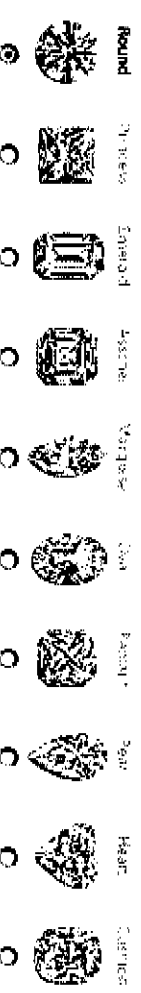
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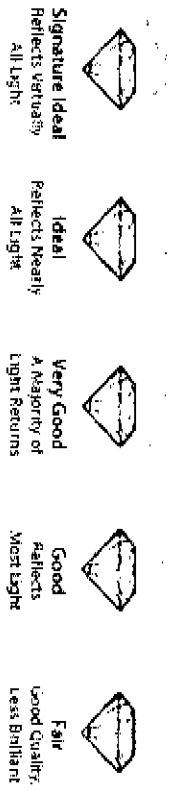
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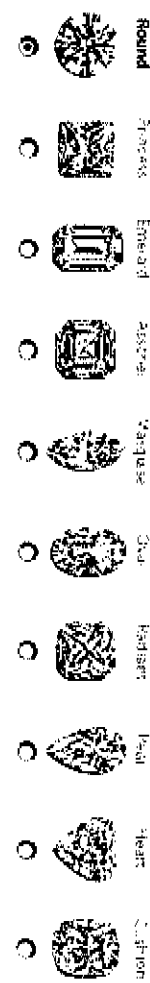
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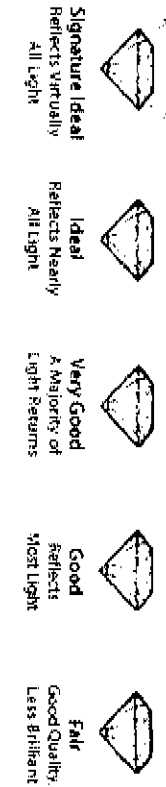
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